


<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>					1. Contract ID Code 08		Page 1		Pages 4																																									
2. AMENDMENT/MODIFICATION NO. 64			3. EFFECTIVE DATE JUL 27 2006		4. REQUISITION/PURCHASE REQ. NO. See Page 1(a)			5. PROJECT NO. (If applicable)																																										
6. ISSUED BY CODE			PS33, MGH		7. ADMINISTERED BY (If other than Item 6) Edgar F. Sanchez Ph.: 256-544-0175 Fax: 256-544-9080 Email: Edgar.F.Sanchez@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566			CODE PS33, MGH																																										
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812																																																		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  AI Signal Research, Inc. 3411 Triana Blvd SW Huntsville, AL 35805					(X)		9A. AMENDMENT OF SOLICITATION NO.																																											
							9B. DATED (SEE ITEM 11)																																											
					X		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS8-02047																																											
							10B. DATED (SEE ITEM 13) 02/15/02																																											
CODE SAP 127909		FACILITY CODE CAGE 004R1																																																
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS																																																		
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.																																																		
12. ACCOUNTING AND APPROPRIATION DATA (If required)																																																		
See page 1(a)																																																		
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.																																																		
(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.																																																		
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).																																																		
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Clauses 43.103(a)(b) and the Limitation of Funds Clause																																																		
D. OTHER (Specify type of modification and authority)																																																		
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.																																																		
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)																																																		
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>Negotiated Est. Cost</th> <th>Prov. Est. Cost</th> <th>Total Est. Cost</th> <th>Maximum Incentive Fee</th> <th>Contract Value</th> <th>Incentive Fee Available</th> <th>Incentive Fee Earned</th> <th>Unearned Incentive Fee</th> <th>Total Sum Allotted</th> </tr> </thead> <tbody> <tr> <td>Previous</td> <td>\$41,287,340</td> <td>\$ -0-</td> <td>\$41,287,340</td> <td>\$1,814,740</td> <td>\$43,102,080</td> <td>\$438,132</td> <td>\$1,373,388</td> <td>\$3,220</td> <td>\$39,356,244</td> </tr> <tr> <td>This Mod</td> <td>\$ -0-</td> <td>\$ -0-</td> <td>\$ -0-</td> <td>\$ -0-</td> <td>\$ -0-</td> <td>\$ -0-</td> <td>\$ -0-</td> <td>\$ -0-</td> <td>\$ 435,491</td> </tr> <tr> <td>New Total</td> <td>\$41,287,340</td> <td>\$ -0-</td> <td>\$41,287,340</td> <td>\$1,814,740</td> <td>\$43,102,080</td> <td>\$438,132</td> <td>\$1,373,388</td> <td>\$3,220</td> <td>\$39,791,735</td> </tr> </tbody> </table>												Negotiated Est. Cost	Prov. Est. Cost	Total Est. Cost	Maximum Incentive Fee	Contract Value	Incentive Fee Available	Incentive Fee Earned	Unearned Incentive Fee	Total Sum Allotted	Previous	\$41,287,340	\$ -0-	\$41,287,340	\$1,814,740	\$43,102,080	\$438,132	\$1,373,388	\$3,220	\$39,356,244	This Mod	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ 435,491	New Total	\$41,287,340	\$ -0-	\$41,287,340	\$1,814,740	\$43,102,080	\$438,132	\$1,373,388	\$3,220	\$39,791,735
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Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.																																																		
15A. NAME AND TITLE OF SIGNER (Type or print)					16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Edgar F. Sanchez Contracting Officer																																													
15B. CONTRACTOR/OFFEROR			15C. DATE SIGNED		16B. UNITED STATES OF AMERICA				16C. DATE SIGNED																																									
(Signature of person authorized to sign)					BY  (Signature of Contracting Officer)				JUL 27 2006																																									

PR	Source of Funds	Amount
4200167462	OSAC (CS20)	\$22,108.00
4200167462	OSAC (CS50)	\$10,000.00
4200167462	OSAC (CS40)	\$47,000.00
4200167462	OSAC (CS30)	\$150,000.00
4200167462	OSAC (CS01)	\$110,000.00
4200167462	OSAC (CS10)	\$103,000.00
4200167462	OSAC (CS20)	\$50,000.00
4200167462	JP01	\$31,382.70
4200167462	OSAC (CS20)	\$6,000.00
4200167462	OSAC (CS20)	\$6,000.00
	Subtotal	\$535,490.70
	Deobligation of Funds Previously incorporated under Modification No. 61/Ref/PLI1 AL1 10	
4200160277	OSACA (CS20)	(\$100,000.00)
	Total	\$435,490.70

The purposes of this modification are to: a) provide incremental funding in the amount of \$435,491 (This amount is the delta between the total incremental funding amount of \$535,491 and the total deobligation amount of \$100,000) which funds the contract through November 3, 2006, and b) deobligate incremental funding in the amount of \$100,000 that was previously committed under modification no. 61 as a result of internal administrative action. The foregoing action is further implemented by the inclusion of the following modifications.

A. Under Clause B.5, entitled: "Contract Funding" is modified as follows:

- Subparagraph (a) is modified as follows:
  - Increase the funding amount from \$37,650,576 by \$435,491 to \$38,086,067.
  - Revise the funding coverage date from October 13, 2006 to November 3, 2006.
- Subparagraph (b) is modified as follows:
  - No revision to the additional amount obligated under this contract for fee of \$1,705,668.
- Subparagraph (c) is modified as follows:
  - Increase funding for the "Total Estimated Cost" from \$37,650,576 by \$435,491 to \$38,086,076.
  - No revision to the "Provisional Incentive Fee" amount of \$328,280.
  - No revision to the "Earned Award Fee" amount of \$1,377,888.
  - Increase the "Total Sum Allotted" from \$39,356,244 by \$435,491 to \$39,791,735.

B. The modification(s) made above is reflected in total on the change page(s) enclosed herein. In order to reflect the change(s) made, the page(s) listed below are hereby deleted from, or added to, Contract NAS8-02047. A vertical change bar is included in the right margin to indicate the specific area(s) of change.

Page(s) Deleted  
B-5

Page(s) Added  
B-5

C. All other terms and conditions of contract NAS8-02047 remain unchanged.

available for the applicable contract year. In the event that the actual incentive fee earned is less than the provisional payment made, the Contractor shall submit to the Government, a credit voucher for the amount of such overpayment. At the Contracting Officer's discretion, should the determined estimate-at-completion (EAC) exceed the total contract value, provisional payment of cost incentive fee may be reduced or terminated.

(c) The Contracting Officer is the determining official for the amount of incentive fee that is earned.

(End of clause)

#### B.5 CONTRACT FUNDING (1852.232-91 (JUN 1990))

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$38,086,067. This allotment is for the Human Capital Office and Strategic Communication Office Support Services and covers the following estimated period of performance: October 13, 2006 through November 3, 2006.

(b) An additional amount of \$1,705,668 is obligated under this contract for payment of fee.

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	\$37,650,576	\$ 435,491	\$ 38,086,067
Provisional Incentive Fee	\$ 328,280	\$ 0	\$ 328,280
Incentive Fee Earned	<u>\$ 1,377,388</u>	<u>\$ 0</u>	<u>\$ 1,377,388</u>
Total Sum Allotted	\$39,356,244	\$ 435,491	\$ 39,791,735

(End of clause)

#### B.6 PREMIUM FOR SCHEDULED OVERTIME (MSFC 52.222-93) (AUG 1988)

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

<u>Period</u>	<u>Amount</u>
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B-5 (Mod 64)